

# 2004 Report to City Council



The Story of a

Best Kept Secret

[www.elpasodowntownmanagementdistrict.com](http://www.elpasodowntownmanagementdistrict.com)

# Working Hard for Downtown

- Formalized in March 1997
- Texas Local Government Code 375
- Formed by Property Owners and Business throughout downtown
- Current collections; \$277,900.00 via Tax Assessments and Interlocal Agreements

# Mission

- Improve specific business areas through
  - Beautification
  - Increased clean up
  - Security
  - Promotion
  - Transportation & Parking Issues
- Assist Revitalization and Redevelopment efforts for downtown
  - Attracting new:
    - Investors
    - Customers
    - Shoppers
    - New businesses



# How We Get It Done

## Committees:

- Security
- Parking & Transportation
- Promotion & Education
- **SANITATION**

## Partnerships:

- City of El Paso
- County of El Paso
- West Texas Community Services
- El Paso Community College
- University of Texas at El Paso
- Juárez Merchant's Association
- EPEZ-Vista Program



# Security



DMD Crews cleaning up after traffic accident.

- Standing "Security Roundtable Committee" to discuss security issues in downtown
- Construction Projects coordination
- Event Coordination Calendar
- Parking Coordination for large events.
- Distribution of the Police Officers Resource Manual
- Homelessness in downtown
- Committee to network and share information to ensure streets are safe for employees, businesses and visitors

# Ambassador Program

- Coordinates Sanitation efforts
- Coordinates Parking information
- A point of information for tourists and visitors
- Reports any unsafe conditions that have a potential of impacting public safety
- Intensified “gum busting” operations
- Cleans and maintains historical markers in downtown El Paso
- Coordinates with the Opportunity Center for the Homeless of El Paso to address the day-by-day situation of the homeless in downtown El Paso





# Transportation/Parking

- One of the big challenges to downtown
- Continue to work on:
  - Event coordination
  - Distribution of downtown maps
  - Promote/subsidize parking



# Sanitation Committee

- Develop short and long range strategies to address cleanliness issues for downtown El Paso
- Develop educational seminars and programs to educate business operators, the general public and youth
- Guide efforts related to cleanup in downtown
- Members consist of representatives from:
  - City of El Paso's Solid Waste Management Department
  - Building Services Department
  - Police Department,
  - DMD Board
  - DMD Crews
  - City-County Health Unit
  - El Paso Community Foundation
  - TM Border Industries
  - El Paso Disposal





# Sanitation Operation Last Year

- 62,275 Hours of Community Service
- 10450 Cubic yds. of Trash & Cardboard
- 141 Graffiti Removal Sites
- 3310 Linear feet of Gum Removal from sidewalks

# Included within these numbers:

- Power washing of alleys and sidewalks
- Cleaning impact areas before and after Special Events downtown
- Cleaning impact areas from construction projects downtown
- Cardboard Recycling Program
- Educating and promoting cleanliness & code compliance to businesses and property owners.

# What's this mean to you?

## A savings last year of

# \$722,932.26

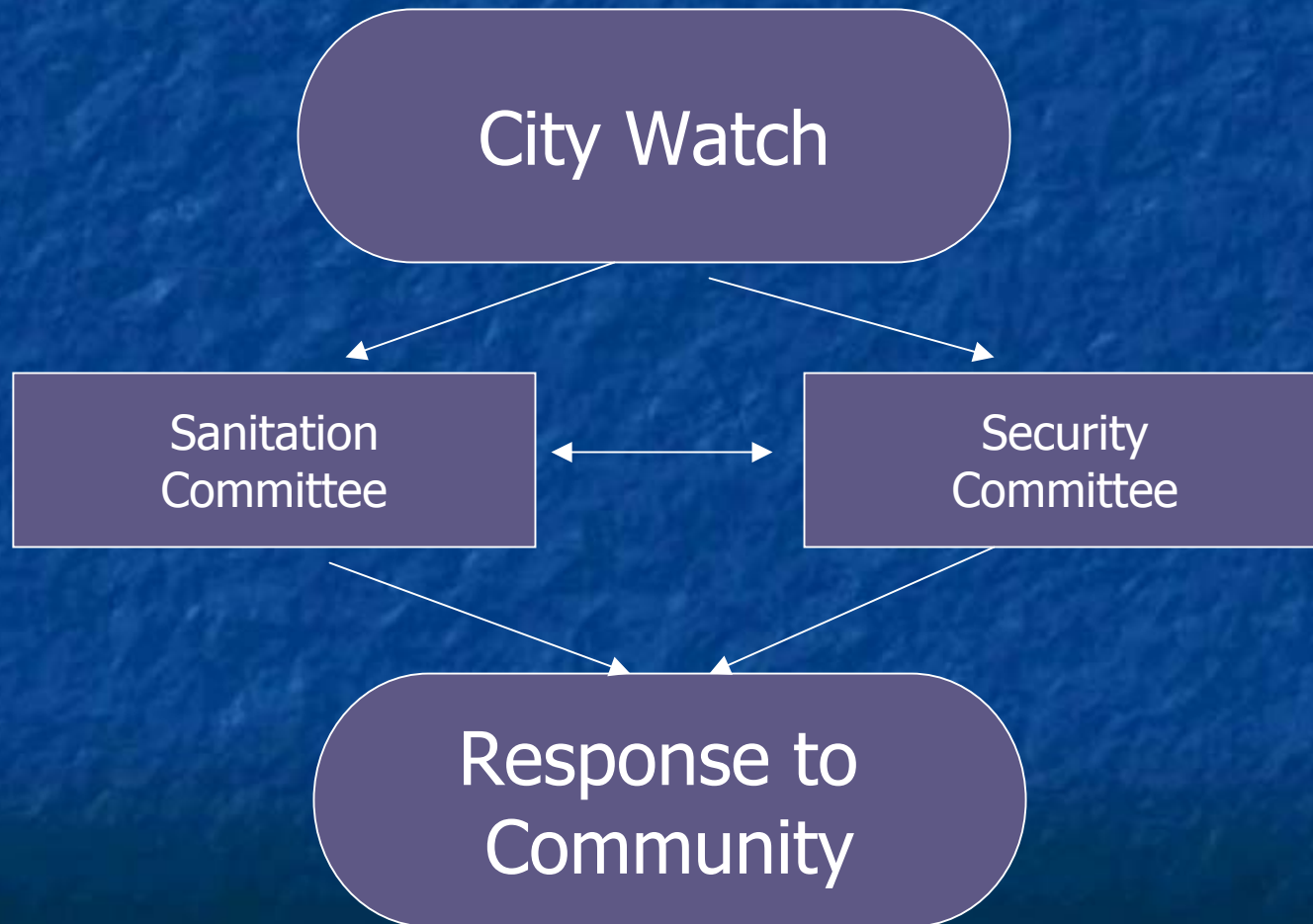
|                                    |                      |
|------------------------------------|----------------------|
| DMD's Direct Costs:                | \$161,487.06         |
| Labor Value (Com.Hrs.X\$10.20/hr.) | \$621,445.20         |
| <u>Subtract City's Investment</u>  | <u>\$ 60,000.00-</u> |
|                                    | \$722,932.26         |





Combining Safety and Security efforts for  
quick response to keeping El Paso clean  
and attractive.

# Combining Efforts



# City Watch Task Force

Oversight from:

- Chairperson from Sanitation Committee
- Chairperson from Security Committee
- 2 members from Sanitation Committee
- 2 members from Security Committee
- 1 DMD Representative



# Strengthening Efforts

- The Task Force will serve as oversight to the program, networking resources and information to ensure quick response to citizen's observations and calls on issues of cleanliness.
- For the downtown program calls would be received at the DMD and dispatched to crews for quick response.
- The DMD, CBA and Dept. of Solid Waste Management would work together to promote the Program, and the reporting phone number to the public.

# Reporting Incidents

- A highly visible, identifiable logo would be installed on DMD vehicles displaying the phone number for concerned citizens to call and report incidents of trash, graffiti, unsightly unhealthy conditions, and code violations.
- It could be utilized on city vehicles and is easily expandable to all areas of El Paso, not just downtown.



**City**  
**Watch** 533.2656  
Help Keep Downtown Clean  
Report trash & Graffiti



**City**  
**Watch** 621-6700  
Help Keep El Paso Clean  
Report trash & Graffiti

The Secret is Out!

Questions?



## **RESOLUTION**

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**THAT** the Mayor is hereby authorized to sign, on behalf of the City of El Paso, an agreement between the City of El Paso and the El Paso Downtown Management District. Said agreement sets out the role and responsibilities of the Downtown Management District for the supplemental cleaning of sidewalks, alleys and storefronts in the Downtown Management District area in El Paso.

**PASSED AND APPROVED** this 23rd day of March, 2004.

**CITY OF EL PASO**

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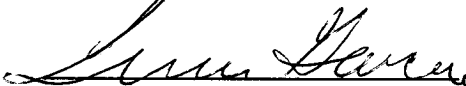
Joe Wardy  
Mayor

### **ATTEST:**

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Richarda, D. Momsen  
City Clerk

### **APPROVED AS TO FORM:**



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Teresa Garcia  
Assistant City Attorney

**STATE OF TEXAS           §**  
**§       INTERLOCAL AGREEMENT**  
**COUNTY OF EL PASO     §**

THIS AGREEMENT is by and between the City of El Paso, Texas, a Texas Home Rule City, hereinafter “City” and the El Paso Downtown Management District, a Texas Municipal Management District, organized under Texas Local Government Code Chapter 375, hereinafter “DMD”, made this 23rd day of March, 2004.

**WHEREAS**, Section 375.092 (g) of the Texas Local Government Code expressly authorizes Municipal Management Districts to enter into agreements with other public entities; and,

**WHEREAS**, in accordance with Section 375.001(c), the DMD desires to supplement certain City services for increased health, safety and welfare of citizens to promote the accessibility and consumer traffic in downtown El Paso; and,

**WHEREAS**, the Board of Directors of the DMD and the El Paso City Council finds that a program of regular sidewalk, alley and storefront cleaning and graffiti removal, along with other agreed upon activities, would be in the public interest and serve a public benefit to the citizens of El Paso by making downtown El Paso attractive and serviceable to all;

**NOW THEREFORE, KNOW ALL BY THESE PRESENTS THAT:**

For and on behalf of the general public good and the covenants and promises hereinafter set forth, the City and the DMD agree to the following:

**I.       SCOPE OF WORK**

A.     The DMD shall regularly clean the sidewalks, alleys and storefronts located within the DMD geographical area in downtown El Paso, Texas.

B.     The term “regularly” shall mean, for purposes of this agreement, five days per workweek with the exceptions of recognized holidays and a reasonable period of time allocated as inoperative time due to maintenance problems or other matters beyond the control of the DMD. Said time shall be set at the sole discretion of the City of El Paso. Exceeding the allocated inoperative time shall be considered a material default of this Agreement.

C.     The DMD shall purchase the necessary equipment to perform the services pursuant to the Scope of Work herein. Upon expiration or termination of this Agreement, the

DMD shall transfer unencumbered title to the equipment to the City.

D. The DMD shall own and operate the equipment during the term of this Agreement. The DMD shall supervise and train personnel in the operation and maintenance of the equipment. In this regard, it is understood that the DMD will be using El Paso County adult probationers to work with the equipment and perform the labor under this Agreement. The DMD shall be solely responsible in regard to any matter or claim of whatsoever nature as to the supervision, training and responsibility for these persons. Without waiving this responsibility in any manner, it is understood that the DMD may contract with responsible third parties in order to execute the sanitation plan.

E. The DMD and the City's Solid Waste Management Department will implement the "City Watch Plan", as outlined in Attachment A, to promote security and sanitation efforts.

F. At all times relevant to this agreement and project, the DMD shall be considered an independent contractor. The DMD shall never be considered an employee, agent or servant of the City insofar as this project is concerned. Further, the parties expressly agree that the DMD is an independent contractor and not an agent, servant or employee of the City.

G. With the prior approval of the City's Deputy CAO for Municipal Services, as to the type, design and placement, it is hereby agreed that the DMD has the authority to purchase certain fixtures; for example, light fixtures, benches, trash containers, etc., for use within the District. The District shall pay for these fixtures from its own funds.

H. It is understood that the City of El Paso will continue to provide normal sanitation services inside the District.

## **II. PROJECT SCHEDULE**

A. The DMD shall begin its work December 1, 2004.

B. The project shall continue until the terminated by the mutual agreement of the parties or upon termination as hereinafter provided.

## **III. CONSIDERATION AND INSURANCE**

A. In consideration of the DMD providing the supplemental services as set forth herein, the City shall pay to the DMD within thirty (30) days of the execution of this Agreement by both parties the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00). Thereafter, on December 1, 2005, the City shall pay to DMD, SIXTY THOUSAND AND



NO/100 DOLLARS (\$60,000.00) with a final payment December 1, 2006 of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) for a total consideration of ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00).

B. In further consideration of this Agreement, the DMD shall purchase and maintain in effect throughout the term of this Agreement, a policy of general liability insurance, from an insurance company authorized to do business in the State of Texas and as approved by the City, in coverage amounts of not less than \$250,000 per person for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Said insurance policy or policies shall name the City as an additional insured. The DMD shall deliver to the City, prior to beginning any work, a true and accurate copy of the certificate of insurance for the above required insurance policy. Said certificate shall state on its face, at a minimum, the policy limits, that the City is an additional insured under the policy and that no change or cancellation of the policy shall be effective unless and until thirty (30) days prior written notice has been provided to the City.

#### **IV. TERM AND TERMINATION**

The term of this Agreement shall be for three years from December 1, 2004 until November 30, 2007 unless sooner terminated as hereinafter provided. Should the City, in its sole judgment, decide that the assets dedicated to the project or the project itself is not attaining its goals in a timely or useful manner, then, and in that event, the City may terminate the Agreement upon ninety days (90) days prior written notice to cure such a concern to the DMD. Should the DMD cure the problem within the ninety days, the Agreement shall continue in full force and effect. This Agreement may be terminated by either party for any reason upon one hundred twenty (120) days prior written notice to the other party.

#### **V. GENERAL PROVISIONS**

A. The DMD shall maintain appropriate records in accordance with generally accepted accounting principles and shall make such records available to the City during reasonable business hours at any time the City or its designee shall request access to same. All records shall be kept by the DMD throughout the term of this Agreement and for a period of one year thereafter.

B. This Agreement shall be interpreted and enforced in accordance with the law of

the State of Texas. Venue for any matter related to this Agreement shall be in the courts of El Paso County, Texas.

C. No promotional use of the subject or materials related to this Agreement or project shall be made by the County of El Paso, Texas or the DMD without the prior written consent of the City.

D. In the performance of this Agreement, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.

E. This Agreement and the obligations hereunder shall not be assigned, transferred or encumbered in any manner without the written consent of the City.

F. Should any provision of this Agreement be found, by a court of competent jurisdiction to be invalid or illegal, such finding shall not affect any other remaining term or provision of the agreement.

G. Notices to affect this Agreement shall be considered sufficient if sent by mail, certified, return receipt requested to the following addresses: (Note: notice addresses may be changed upon two days prior written notice to the party to be bound)

CITY: City of El Paso  
Attn: Office of the Mayor  
2 Civic Center Plaza  
El Paso, TX 79901

Copy to: Director  
Solid Waste Management  
7969 San Paulo Dr.  
El Paso, Texas 79915

Director of OMB  
2 Civic Center Plaza  
El Paso, TX 79901-1196

DMD: El Paso Downtown Management District  
Attn: Michael E. Breiting, Executive Director  
201 E. Main, Suite 1710  
El Paso, TX 79901

H. This Agreement represents the entire agreement between the parties and supersedes any other verbal or written understandings or agreements of the parties as to the

matters the subject hereof.

I. DMD represents and warrants that it has or will retain the person or persons with appropriate expertise and knowledge to fulfill its obligations under this Agreement and that failure to do so shall be considered a material breach of this Agreement and subjects the DMD to termination of this Agreement.

J. The DMD affirmatively obligates itself that it will not discriminate according to race, gender, religion or national origin in the performance of any obligation it has under this Agreement.

K. This Agreement shall not be modified, amended or changed except upon a written instrument signed by the parties.

**TO WITNESS WHICH THE FOLLOWING SIGNATURES:**

**CITY OF EL PASO:**

\_\_\_\_\_  
Joe Wardy  
Mayor

**ATTEST:**

\_\_\_\_\_  
Richarda D. Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Garcia  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Ed Drusina  
Deputy CAO for Municipal Services



**DOWNTOWN MANAGEMENT  
DISTRICT:**

Will B. Holt  
President

ATTEST:

\_\_\_\_\_  
Secretary

**El Paso Downtown  
Management District**

201 E. Main #1710 Phone 915-533-2656  
El Paso, Texas 79901 Fax 915-533-8157  
[www.elpasodowntownmanagementdistrict.org](http://www.elpasodowntownmanagementdistrict.org)

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# City Watch Plan

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Combining Safety and Security efforts for the  
Benefit of downtown El Paso

**CITY  
WATCH**  
Help Keep Downtown Clean  
report trash downtown - call: 533.2656

*Next Wednesday*

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## **The City Watch Plan**

A Task Force combining safety and sanitation efforts for the benefit of downtown.

### **Concept**

Since the inception of the El Paso Downtown Management District, there has been two standing committees used as tools to insure successful implementation of the District's goals and mission as it applies to creating a comfortable environment for businesses, shoppers, visitors and those that live in downtown El Paso.

Combining these two committees into a Task Force which meets consistently once a month would strengthen the efforts concentrated upon the DMD's goals and mission. This program would infuse the benefit of direct public input by promoting the CITY WATCH Program via advertisement and marketing of a logo and phone number. A highly visible, identifiable, logo would be installed on DMD vehicles displaying the phone number for concerned citizens to call and report incidents of trash, graffiti, unsightly unhealthy conditions, code violations and crimes. The phone would be the number of the El Paso Central Business Association which is fully staffed Monday through Friday and coordinates efforts of DMD cleanup crews and special programs via a administration agreement.

### **City Watch Program**

The icon and important ingredient for the City Watch Program will be the logo which will include a 24 hour phone number. As pictured below, the icon should be an attention getter that will compel the viewer to call and report deficiencies in downtown cleanliness and security that may be in the front of their mind. The program also emits the fact that DMD efforts are coordinated and organized. It should imply the reality that this program is multi faceted and effective.

After development the City Watch Logo will be installed on the four DMD vehicles and used in promotional material and the DMD's website. The logo will be available to city vehicles and the program easily expandable to all areas of El Paso and not just downtown.





City Watch Logo

## **DMD Committees & Ambassador Program**

These two committees functions are:

### **Sanitation Committee;**

- The Sanitation Committee, whose members consist of representatives from the City of El Paso's Solid Waste Management Department, Building Services Department, Police Department, DMD Board, DMD Crews, City-County Health Unit, the Convention Center, TM Border Industries and El Paso Disposal, guides efforts related to cleanup efforts in downtown. The Committee considers issues as they pertain to cleaning downtown El Paso and develop strategies, both short and long range, to address these issues. The committee develops educational seminars and programs to educate business operators, the general public and youth.
- The Committee works under a previously developed three prong strategy to the cleaning of downtown:
  - Application of resources, (staff and equipment).
  - Education.
  - Enforcement.
- The Committee makes recommendations to the Board of Directors of the DMD for budget considerations.
- Coordinating with the Ambassador Program who's focus is on cleanliness, security, tourism and parking.

### **Security Committee;**

The Downtown Management District has a working Security Roundtable Committee to network and share information to ensure streets are safe for employees, businesses and

visitors. The Committee is chaired by a Vice President of the DMD and consists of representatives from the El Paso Police Department, Convention Center, Federal Reserve, El Paso Police Department, District Attorney's Office, local banks, Insights Museum, private property owners and businesses. The Committee actively works on issues involving public safety by:

- Networking with downtown businesses and public entities, sharing information about crime trends and safety recommendations.
- Providing free, comprehensive training seminars to public and private employers.
- Developing programs to provide networking for up-to-date information on emergencies or crimes that have just occurred.
- Administering an Events Coordination Program that compiles information on events occurring downtown on a schedule that is sent to public safety entities, event holders and parking operators.
- Coordinating with the Ambassador Program who's focus is on cleanliness, security, tourism and parking.

### **Ambassador Program**

The primary duty of the Ambassador will be to serve as "eyes & ears" in the downtown area with a focus on the application of resources to address issues of cleanliness, security, parking and tourism. The Ambassador will also be able to collect information by his ever present contact with merchants, businesses and visitors.

The scope of the Ambassador Program is to serve as the eyes and ears for:

- Sanitation efforts.
- Parking coordination and information gathering,
- A point of information for tourists and visitors.
- To report any unsafe conditions that have a potential of impacting public safety.
- Intensified "gum busting" operations.
- Cleaning and maintaining of historical markers in downtown El Paso.
- Coordinate with the Opportunity Center for the Homeless of El Paso to address the day-by-day situation of the homeless in downtown El Paso.

## **DMD Task Force**

The Task Force would be representatives from the combined committees of Sanitation and Security. Five Members from each committee which include the DMD Chairman from the two committees would represent the Task Force. The meetings would be conducted in conjunction with combined committees of both committee. The function of the Task Force would be the implementation and administration of the City Watch Program. The Task Force would use information and efforts provided by the committees to establish the goals and directives of the City Watch Program for the benefit of the efforts of the two committees and work on public awareness of both committees, the Task Force and the City Watch Program in general.

## **Costs**

The Task Force would be reasonable to identify cost of the program which would be jointly funded from the DMD and the City of El Paso's Department of Solid Waste Management as it applies to the Interlocal Agreement between the DMD and the City of El Paso.

Direct cost will be minimal in the form of:

- Any additional development fees for logo.
- Actual Production of adhesive decal (logo).
- Printing of any marketing materials.



City  
**WATCH**

Help Keep Downtown Clean

Report Trash & Graffiti

533-2656